

EXHIBIT “F”

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

SBI CRYPTO CO., LTD.,

Plaintiff,

v.

WHINSTONE US, INC.,

Defendant.

Civil Action No. 6:23-cv-252-ADA-JCM

**DEFENDANT WHINSTONE US, INC.’S
RULE 26(a)(1)(A) DISCLOSURES**

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A), Defendant Whinstone US, Inc. (“Whinstone” or “Defendant”) makes the following disclosures to Plaintiff SBI Crypto Co., Ltd. (“SBI” or “Plaintiff”). These Initial Disclosures are based on information reasonably available to Whinstone at this time. Whinstone’s investigation into these matters is ongoing. As required by Rule 26, Pilot will supplement or amend these Initial Disclosures as discovery and investigation proceed.

Whinstone and its counsel have not completed their investigation into the facts of this action. By making these disclosures, Whinstone does not represent that it is identifying every document, tangible thing, or witness possibly relevant to this action as these disclosures reflect the current state of Whinstone’s knowledge, understanding, and belief of the subject disclosed herein. Whinstone’s disclosures represent a good-faith effort to identify information that Whinstone reasonably believes may be discoverable and relevant to its claims (if any) and defenses pursuant to applicable law, including this Court’s Orders and the Federal Rules of Civil Procedure.

These Initial Disclosures are made without waive or, and without prejudice to, any objections Whinstone may have regarding discoverability, admissibility, relevancy, or

applicability of any privilege or immunity regarding the subject matter of these disclosures or any document, tangible thing, or witness identified herein. Whinstone does not waive its right to object to the production of any document or tangible thing disclosed on the basis of privilege, work-product doctrine, relevancy, undue burden, or any other valid objection. Whinstone reserves the right to amend and/or supplement these disclosures further in accordance with applicable law, including this Court's Orders and the Federal Rules of Civil Procedure.

- (i) **The name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless solely for impeachment;**

Based on the information known to Whinstone at this time, Whinstone identifies the following individuals and entities likely to have discoverable information that Whinstone may use to support its claims (if any) and defenses:

<u>Witness</u>	<u>Subject(s)</u>
Carson Blake Smith SBI c/o Joshua Sandler Winstead PC 2728 N. Harwood St., Suite 500 Dallas, Texas 75201	Hosting Service Agreement drafting, negotiation, execution, and performance; SBI's mining operations and profitability; condition and attempted resale of SBI's mining equipment
Jonathan Tanmeori SBI c/o Joshua Sandler Winstead PC 2728 N. Harwood St., Suite 500 Dallas, Texas 75201	SBI's mining operations and profitability
Chad Harris c/o Robert Slovak Foley & Lardner LLP 2021 McKinney Avenue, Suite 1600 Dallas, Texas 75201	Hosting Service Agreement drafting, negotiation, execution, and performance; SBI's mining operations and profitability; condition and attempted resale of SBI's mining equipment

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Hosting Service Agreement performance;
condition of SBI's mining equipment

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Hosting Service Agreement drafting,
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Condition and attempted resale of SBI's
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Condition and attempted resale of SBI's
mining equipment

Whinstone reserves the right to alter, add to, or amend this disclosure in accordance with the applicable rules, including the Federal Rules of Civil Procedure. Whinstone incorporates by reference all individuals and entities identified by Plaintiff and any other party during the course of discovery in this proceeding.

(ii) A copy of – or a description by category and location – of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment;

In addition to the documents, electronically stored information, and tangible things that Whinstone will produce as part of discovery that support Whinstone's claims (if any) and defenses, Whinstone identifies the below:

- Pre-suit correspondence between the parties;
- The Hosting Service Agreement dated July 5, 2019 between the parties;
- The Hosting Service Agreement dated October 14, 2019 between the parties;
- Communications between the parties regarding the Hosting Service Agreements' drafting, negotiation, execution, performance, and termination;
- Communications between the parties regarding the condition and return of SBI's mining equipment;
- Documents and communications relating to the June 2021 and February 2022 settlement payments for outstanding disputes concerning the Hosting Service Agreement dated October 14, 2019;
- Documents and communications relating to SBI's acceptance of the settlement payments; and
- Documents evidencing the construction of Whinstone's Bitcoin mining data center in Rockdale, Texas.

Documents reflective of the categories above, if any, will be produced in accordance with the Federal Rules of Civil Procedure. Whinstone reserves the right to alter, add to, or amend this disclosure in accordance with the applicable rules, including the Federal Rules of Civil Procedure. Whinstone incorporates by reference all documents produced by Plaintiff and any other party or third-party during the course of discovery in this proceeding.

- (iii) **A computation of each category of damages claimed by the disclosing party – who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered;**

None at this time.

- (iv) **For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.**

None known at this time.

Respectfully submitted,

FOLEY & LARDNER LLP

By: /s/ Robert T. Slovak

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**ATTORNEYS FOR DEFENDANT
WHINSTONE US., INC.**

CERTIFICATE OF SERVICE

I hereby certify that on August 21, 2023, a copy of the foregoing document was filed electronically and a notice will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt.

/s/ Brandon C. Marx

Brandon C. Marx